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CORPORATION OF AMERICA and LABORATORY
CORPORATION OF AMERICA HOLDINGS

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

STEVEN FECKLEY,

Plaintiff,

vs.

COVANCE, INC., a Delaware
corporation; LABORATORY
CORPORATION OF AMERICA, a
Delaware corporation;
LABORATORY CORPORATION OF
AMERICA HOLDINGS, a Delaware
corporation; LC LABORATORY
CORPORATION OF AMERICA, a
California corporation; and DOES 1
through 250, inclusive,

Defendants.

Case No: 8:18-CV-02275-AG-ADS

[Hon. Andrew J. Guilford, Courtroom
10D]

**STIPULATION AND PROTECTIVE
ORDER**

Action Filed : November 6, 2018
Trial Date: May 26, 2020

1 **IT IS HEREBY STIPULATED** by and between the Parties to Steven Feckley
2 v. Covance, Inc., et al., by and through their respective counsel of record, that in order
3 to facilitate the exchange of information and documents which may be subject to
4 confidentiality limitations
5 on disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as
6 follows:

7 **1. A. PURPOSES AND LIMITATIONS**

8 Discovery in this action is likely to involve production of trade secrets, customer
9 and pricing lists and other valuable research, development, commercial, financial,
10 technical, proprietary, and/or private information for which special protection from
11 public disclosure and from use for any purpose other than prosecuting this litigation
12 may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
13 enter the following Stipulated Protective Order. The parties acknowledge that this
14 Order does not confer blanket protections on all disclosures or responses to discovery
15 and that the protection it affords from public disclosure and use extends only to the
16 limited information or items that are entitled to confidential treatment under the
17 applicable legal principles.

18 **B. GOOD CAUSE STATEMENT**

19 This action is likely to involve private information for which special protection
20 from public disclosure and from use for any purpose other than prosecution of this
21 action is warranted. Such confidential and proprietary materials and information
22 consist of, among other things, medical information relating to 3rd Parties that are not
23 parties to the above-titled action, confidential business or financial information,
24 information regarding confidential business practices, or other confidential research,
25 development, or commercial information (including information implicating privacy
26 rights of third parties), information otherwise generally unavailable to the public, or
27 which may be privileged or otherwise protected from disclosure under state or federal
28 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow

1 of information, to facilitate the prompt resolution of disputes over confidentiality of
2 discovery materials, to adequately protect information the parties are entitled to keep
3 confidential, to ensure that the parties are permitted reasonable necessary uses of such
4 material in preparation for and in the conduct of trial, to address their handling at the
5 end of the litigation, and serve the ends of justice, a protective order for such
6 information is justified in this matter. It is the intent of the parties that information will
7 not be designated as confidential for tactical reasons and that nothing be so designated
8 without a good faith belief that it has been maintained in a confidential, non-public
9 manner, and there is good cause why it should not be part of the public record of this
10 case.

11 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
12 **SEAL**

13 The parties further acknowledge, as set forth in Section 12.3, below, that this
14 Stipulated Protective Order does not entitle them to file confidential information under
15 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
16 standards that will be applied when a party seeks permission from the court to file
17 material under seal.

18 There is a strong presumption that the public has a right of access to judicial
19 proceedings and records in civil cases. In connection with non-dispositive motions,
20 good cause must be shown to support a filing under seal. See *Kamakana v. City and*
21 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
22 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,
23 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good
24 cause showing), and a specific showing of good cause or compelling reasons with
25 proper evidentiary support and legal justification, must be made with respect to
26 Protected Material that a party seeks to file under seal. The parties' mere designation
27 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the
28 submission of competent evidence by declaration, establishing that the material sought

1 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—
2 constitute good cause.

3 Further, if a party requests sealing related to a dispositive motion or trial, then
4 compelling reasons, not only good cause, for the sealing must be shown, and the relief
5 sought shall be narrowly tailored to serve the specific interest to be protected. See
6 *Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item
7 or type of information, document, or thing sought to be filed or introduced under seal
8 in connection with a dispositive motion or trial, the party seeking protection must
9 articulate compelling reasons, supported by specific facts and legal justification, for the
10 requested sealing order. Again, competent evidence supporting the application to file
11 documents under seal must be provided by declaration.

12 Any document that is not confidential, privileged, or otherwise protectable in its
13 entirety will not be filed under seal if the confidential portions can be redacted. If
14 documents can be redacted, then a redacted version for public viewing, omitting only
15 the confidential, privileged, or otherwise protectable portions of the document, shall be
16 filed. Any application that seeks to file documents under seal in their entirety should
17 include an explanation of why redaction is not feasible.

18 **2. DEFINITIONS**

19 2.1 Action: Case No. 8:18-CV-02275-AG-ADS

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
21 information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
23 generated, stored or maintained) or tangible things that qualify for protection under
24 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
25 Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support
27 staff).
28

1 2.5 Designating Party: a Party or Non-Party that designates information or items that it
2 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless of the
4 medium or manner in which it is generated, stored, or maintained (including, among
5 other things, testimony, transcripts, and tangible things), that are produced or generated
6 in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
8 the litigation who has been retained by a Party or its counsel to serve as an expert
9 witness or as a consultant in this Action.

10 2.8 House Counsel: attorneys who are employees of a party to this Action. House
11 Counsel does not include Outside Counsel of Record or any other outside counsel.

12 2.9 Non-Party: any natural person, partnership, corporation, association or other legal
13 entity not named as a Party to this action.

14 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
15 Action but are retained to represent or advise a party to this Action and have appeared
16 in this Action on behalf of that party or are affiliated with a law firm that has appeared
17 on behalf of that party, and includes support staff.

18 2.11 Party: any party to this Action, including all of its officers, directors, employees,
19 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure of Discovery
21 Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation support services
23 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
24 organizing, storing, or retrieving data in any form or medium) and their employees and
25 subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
27 “CONFIDENTIAL.”
28

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
2 Producing Party.

3 **3. SCOPE**

4 The protections conferred by this Stipulation and Order cover not only Protected
5 Material (as defined above), but also (1) any information copied or extracted from
6 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
7 Material; and (3) any testimony, conversations, or presentations by Parties or their
8 Counsel that might reveal Protected Material. Any use of Protected Material at trial
9 shall be governed by the orders of the trial judge. This Order does not govern the use
10 of Protected Material at trial.

11 **4. DURATION**

12 Once a case proceeds to trial, information that was designated as
13 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as
14 an exhibit at trial becomes public and will be presumptively available to all members
15 of the public, including the press, unless compelling reasons supported by specific
16 factual findings to proceed otherwise are made to the trial judge in advance of the trial.
17 See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing
18 documents produced in discovery from “compelling reasons” standard when merits-
19 related documents are part of court record). Accordingly, the terms of this protective
20 order do not extend beyond the commencement of the trial.

21 **5. DESIGNATING PROTECTED MATERIAL**

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
23 Party or Non-Party that designates information or items for protection under this Order
24 must take care to limit any such designation to specific material that qualifies under the
25 appropriate standards. The Designating Party must designate for protection only those
26 parts of material, documents, items or oral or written communications that qualify so
27 that other portions of the material, documents, items or communications for which
28 protection is not warranted are not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate or routinized designations are prohibited. Designations that
2 are shown to be clearly unjustified or that have been made for an improper purpose
3 (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating Party
5 to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this
10 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
11 or ordered, Disclosure or Discovery Material that qualifies for protection under this
12 Order must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic documents,
15 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
16 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
17 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
18 portion of the material on a page qualifies for protection, the Producing Party also must
19 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
20 margins).

21 A Party or Non-Party that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and before
24 the designation, all of the material made available for inspection shall be deemed
25 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
26 copied and produced, the Producing Party must determine which documents, or
27 portions thereof, qualify for protection under this Order. Then, before producing the
28 specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to

1 each page that contains Protected Material. If only a portion of the material on a page
2 qualifies for protection, the Producing Party also must clearly identify the protected
3 portion(s) (e.g., by making appropriate markings in the margins).

4 (b) for testimony given in depositions that the Designating Party identifies the
5 Disclosure or Discovery Material on the record, before the close of the deposition all
6 protected testimony.

7 (c) for information produced in some form other than documentary and for any
8 other tangible items, that the Producing Party affix in a prominent place on the exterior
9 of the container or containers in which the information is stored the legend
10 "CONFIDENTIAL." If only a portion or portions of the information warrants
11 protection, the Producing Party, to the extent practicable, shall identify the protected
12 portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
14 to designate qualified information or items does not, standing alone, waive the
15 Designating Party's right to secure protection under this Order for such material. Upon
16 timely correction of a designation, the Receiving Party must make reasonable efforts to
17 assure that the material is treated in accordance with the provisions of this Order.

18 19 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
21 of confidentiality at any time that is consistent with the Court's Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
23 process under Local Rule 37-1 et seq.

24 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
25 stipulation pursuant to Local Rule 37-2.

26 6.4 The burden of persuasion in any such challenge proceeding shall be on the
27 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
28 to harass or impose unnecessary expenses and burdens on other parties) may expose

1 the Challenging Party to sanctions. Unless the Designating Party has waived or
2 withdrawn the confidentiality designation, all parties shall continue to afford the
3 material in question the level of protection to which it is entitled under the Producing
4 Party's designation until the Court rules on the challenge.

5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a Non-Party in connection with this
8 Action only for prosecuting, defending or attempting to settle this Action. Such
9 Protected Material may be disclosed only to the categories of persons and under the
10 conditions described in this Order. When the Action has been terminated, a Receiving
11 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).
12 Protected Material must be stored and maintained by a Receiving Party at a location
13 and in a secure manner that ensures that access is limited to the persons authorized
14 under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
16 ordered by the court or permitted in writing by the Designating Party, a Receiving
17 Party may disclose any information or item designated "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
19 employees of said Outside Counsel of Record to whom it is reasonable necessary to
20 disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of the
22 Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
24 is reasonably necessary for this Action and who have signed the "Acknowledgment
25 and Agreement to Be Bound" (Exhibit A);

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
2 to whom disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
7 to whom disclosure is reasonably necessary provided: (1) the deposing party requests
8 that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be
9 permitted to keep any confidential information unless they sign the “Acknowledgment
10 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
11 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
12 depositions that reveal Protected Material may be separately bound by the court
13 reporter and may not be disclosed to anyone except as permitted under this Stipulated
14 Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel, mutually
16 agreed upon by any of the parties engaged in settlement discussions.

17 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
18 **OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation that
20 compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to
25 issue in the other litigation that some or all of the material covered by the subpoena or
26 order is subject to this Protective Order. Such notification shall include a copy of this
27 Stipulated Protective Order; and
28

1 (c) cooperate with respect to all reasonable procedures sought to be pursued by
2 the Designating Party whose Protected Material may be affected. If the Designating
3 Party timely seeks a protective order, the Party served with the subpoena or court order
4 shall not produce any information designated in this action as “CONFIDENTIAL”
5 before a determination by the court from which the subpoena or order issued, unless
6 the Party has obtained the Designating Party’s permission. The Designating Party shall
7 bear the burden and expense of seeking protection in that court of its confidential
8 material and nothing in these provisions should be construed as authorizing or
9 encouraging a Receiving Party in this Action to disobey a lawful directive from
10 another court.

11 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
12 **IN THIS LITIGATION**

13 (a) The terms of this Order are applicable to information produced by a Non-
14 Party in this Action and designated as “CONFIDENTIAL.” Such information
15 produced by Non-Parties in connection with this litigation is protected by the remedies
16 and relief provided by this Order. Nothing in these provisions should be construed as
17 prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to produce
19 a Non-Party’s confidential information in its possession, and the Party is subject to an
20 agreement with the Non-Party not to produce the Non-Party’s confidential information,
21 then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party that some
23 or all of the information requested is subject to a confidentiality agreement with a Non-
24 Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
26 Order in this Action, the relevant discovery request(s), and a reasonably specific
27 description of the information requested; and
28

1 (3) make the information requested available for inspection by the Non-Party, if
2 requested.

3 (c) If the Non-Party fails to seek a protective order from this court within 14
4 days of receiving the notice and accompanying information, the Receiving Party may
5 produce the Non-Party's confidential information responsive to the discovery request.
6 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
7 any information in its possession or control that is subject to the confidentiality
8 agreement with the Non-Party before a determination by the court. Absent a court
9 order to the contrary, the Non-Party shall bear the burden and expense of seeking
10 protection in this court of its Protected Material.

11 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
13 Protected Material to any person or in any circumstance not authorized under this
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
15 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
16 all unauthorized copies of the Protected Material, (c) inform the person or persons to
17 whom unauthorized disclosures were made of all the terms of this Order, and (d)
18 request such person or persons to execute the "Acknowledgment and Agreement to Be
19 Bound" that is attached hereto as Exhibit A.

20 ///

21 ///

22 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 23 **PROTECTED MATERIAL**

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other protection,
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
27 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
28 may be established in an e-discovery order that provides for production without prior

1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
2 parties reach an agreement on the effect of disclosure of a communication or
3 information covered by the attorney-client privilege or work product protection, the
4 parties may incorporate their agreement in the stipulated protective order submitted to
5 the court.

6 **12. MISCELLANEOUS**

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
8 person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order, no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
13 ground to use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any
15 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
16 only be filed under seal pursuant to a court order authorizing the sealing of the specific
17 Protected Material at issue. If a Party's request to file Protected Material under seal is
18 denied by the court, then the Receiving Party may file the information in the public
19 record unless otherwise instructed by the court.

20 ///

21 **13. FINAL DISPOSITION**

22 After the final disposition of this Action, as defined in paragraph 4, within 60
23 days of a written request by the Designating Party, each Receiving Party must return
24 all Protected Material to the Producing Party or destroy such material. As used in this
25 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
26 summaries, and any other format reproducing or capturing any of the Protected
27 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
28 must submit a written certification to the Producing Party (and, if not the same person

1 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
2 category, where appropriate) all the Protected Material that was returned or destroyed
3 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
4 compilations, summaries or any other format reproducing or capturing any of the
5 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
6 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
7 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
8 attorney work product, and consultant and expert work product, even if such materials
9 contain Protected Material. Any such archival copies that contain or constitute
10 Protected Material remain subject to this Protective Order as set forth in Section 4
11 (DURATION).

12 **14. VIOLATION**

13 Any violation of this Order may be punished by appropriate measures including,
14 without limitation, contempt proceedings and/or monetary sanctions.

15 ///

16 ///

17 ///

18 ///

19 ///

20
21 Dated: November 4, 2019

THE LAW OFFICES OF CARLIN &
BUCHSBAUM
A Limited Liability Partnership

22
23
24 By: /s/ Claudette Villicaña
25 Gary R. Carlin,
26 Claudette Villicaña,
27 Attorneys for Plaintiff, Steven Feckley
28

1 Dated: November 4, 2019

NIXON PEABODY LLP

2
3 By: /s/ Irene Scholl-Tatevosyan

4 Michael R. Lindsay

Irene Scholl-Tatevosyan

5 Andrea Chavez

Attorneys for Defendants

6 COVANCE LABORATORIES, INC.;

7 LABORATORY CORPORATION OF

8 AMERICA and LABORATORY

CORPORATION OF AMERICA

9 HOLDINGS

10 I, Irene Scholl-Tatevosyan, attest that all other signatories listed, and on whose behalf
11 this filing is also being submitted, concur to the filing's content and have authorized
12 this filing. /s/ Irene Scholl-Tatevosyan

13 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

14
15 Dated: November 5, 2019

16 /s/ Autumn D. Spaeth

17 Honorable Autumn D. Spaeth

18 United States Magistrate Judge

19
20 **EXHIBIT A**

21 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

22 I, _____ [print or type full name], of
23 _____ [print or type full address], declare under penalty of perjury that I
24 have read in its entirety and understand the Stipulated Protective Order that was issued
25 by the United States District Court for the Central District of California on [date] in the
26 case of STEVEN FECKLEY vs. COVANCE, INC., LABORATORY
27 CORPORATION OF AMERICA, LABORATORY CORPORATION OF AMERICA
28

1 HOLDINGS, and LC LABORATORY CORPORATION OF AMERICA; Case No.
2 8:18-CV-02275-AG-ADS. I agree to comply with and to be bound by all the terms of
3 this Stipulated Protective Order and I understand and acknowledge that failure to so
4 comply could expose me to sanctions and punishment in the nature of contempt. I
5 solemnly promise that I will not disclose in any manner any information or item that is
6 subject to this Stipulated Protective Order to any person or entity except in strict
7 compliance with the provisions of this Order. I further agree to submit to the
8 jurisdiction of the United States District Court for the Central District of California for
9 enforcing the terms of this Stipulated Protective Order, even if such enforcement
10 proceedings occur after termination of this action.

11 I hereby appoint _____ [print or type full name] of
12 _____ [print or type full address and
13 telephone number] as my California agent for service of process in connection with
14 this action or any proceedings related to enforcement of this Stipulated Protective
15 Order.

16 ///

17 ///

18 ///

19 ///

20 Date: _____

21 City and State where sworn and signed: _____

22
23 Printed name: _____

24 Signature: _____